

Section 15 – Forms

15-1. Carrier Request to Participate And Agreement.

**CARRIER REQUEST TO PARTICIPATE AND AGREEMENT TO ABIDE BY
THE TERMS AND CONDITIONS OF THE GENERAL SERVICES
ADMINISTRATION'S CENTRALIZED HOUSEHOLD GOODS TRAFFIC
MANAGEMENT PROGRAM (CHAMP)**

This requests approval to participate in the General Services Administration's (GSA) Centralized Household Goods Traffic Management Program (CHAMP). I agree to abide by the terms and conditions set forth in the GSA Household Goods Tender of Service (HTOS), dated **[insert date]**, revisions and supplements thereto or reissues thereof.

I understand that participation in GSA's CHAMP is contingent upon our performance or service as stated in the GSA HTOS. I certify that the information presented herein is completed and correct to the best of my knowledge, understanding that willful submission of false information in my application or on any document furnished pursuant to this HTOS is punishable by fines, imprisonment, or both (US Code, Title 18, Section 1001). I further understand that GSA may terminate my participation in the program upon notice to me of such intent, based upon evidence of my non-compliance with the terms and conditions of the GSA HTOS.

I certify and acknowledge receipt of the HTOS, dated **[INSERT DATE]** consisting of
Sections 1 through 17.

Company Name: _____

Signature and Title of Authorized Official Date

Carrier/Forwarder Contact Information:

Name	_____
Title	_____
Address	_____
City/State	_____
Telephone Number	_____
Fax Number:	_____
Internet E-Mail	_____
Address	_____

15.2. Carrier Commercial Port Level Report.

COMMERCIAL PORT LEVEL REPORT

Port of: _____ Port Agent: _____

Period Ending: _____ Date of Report: _____

PART 1. - SHIPMENTS ON HAND.

Data Required.

A. Number of import shipments that have not been picked up for line-haul movement _____

B. Number of import shipments that are past the RDD. _____

C. Number of export shipments on hand. _____

D. Number of export shipments on hand that are past the RDD. _____

PART 2. - NARRATIVE COMMENTS.

Provide comments regarding the following:

Processing Problems _____

Availability and Responsiveness of Truckers _____

Customs Problems _____

Responsiveness of Vessel Operators _____

Other Issues _____

PART 3. - MISSED REQUIRED DELIVERY DATE.

Provide the following information for all on-hand shipments that have missed the RDD:

Relocation Employee's Name	Bill of Lading Number	Final Destination
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PART 4. - MISCELLANEOUS.

Report any specific problems anticipated or encountered in moving personal property to the applicable port.

I certify this to be a true and accurate report

Company Name: _____

Signature and Title of Authorized Official

Date

Carrier Contact Information

Name: _____

Title: _____

Address: _____

City/State: _____

Telephone No.: _____

Fax Number: _____

Internet E-Mail
Address: _____

15-3. Justification Certificate for Use of Foreign Flag Vessel.

GENERAL SERVICES ADMINISTRATION CENTRALIZED HOUSEHOLD

GOODS TRAFFIC MANAGEMENT PROGRAM

JUSTIFICATION CERTIFICATE FOR USE OF FOREIGN FLAG VESSEL.

Date: _____

ITGBL Carrier: _____

I certify that it (is)(was) necessary to transport _____
the household goods of _____
GBL# _____

between _____

and _____

enroute from _____

to _____

via the _____

a foreign flag vessel for the following reasons. _____

Explanation (A full explanation is required): _____

Required Delivery _____

Date:

Arrival Date: _____

Gross Weight: _____

Freight Charges: _____

Departure Date: _____

Cubic Feet: _____

Net Weight: _____

Per: _____

The Thru/GBL rate on file with the General Services Administration will be protected under the terms and conditions of the General Services Administration Household Goods Tender of Service.

Signature of Authorized Participant Representative

Date

Title V, GAO Manual - RESPONSIBILITY OF CERTIFYING OFFICER. Certifying officers have the responsibility in the first instance of determining the acceptability of the foregoing certificate which must be attached to bills involving movements by foreign flag vessels prior to the certification of such bills.

Agency: _____

Authorizing _____

Official: _____

Title: _____

Date: _____

15.4 Participant Carrier Certification Statement Of Eligibility.

CARRIER CERTIFICATION STATEMENT OF ELIGIBILITY FOR THE AWARD OF CONTRACTS FOR TRANSPORTATION

A. By submitting this rate tender, the participant certifies that:

(1) Neither the participant, nor any of its subsidiaries, officers, directors, principal owners, or principal employees is currently suspended, debarred,) or in receipt of a notice of proposed debarment from any agency as a result of a civil judgment or criminal conviction or for any cause from GSA), or has been placed in temporary nonuse status by GSA for the routes covered by this tender as of the date that this rate tender is offered.

(2) The participant is not a corporation, partnership, sole proprietorship or any other business entity which has been formed or organized following the suspension or debarment of, a subsidiary, officer, director, principal owner, or principal employee thereof (or from such an entity formed after receipt of a notice of proposed debarment).

B. The following definitions are applicable to this certification:

(1) A subsidiary is a business entity whose management decisions are influenced by the participant through legal or equitable ownership of a controlling interest in the firm's stock, assets, or otherwise.

(2) A principal owner is an individual or company which owns a controlling interest in the participant's stock, or an individual who can control, or substantially influence, the participant's management, through the ownership interest of family members or close associates.

(3) A principal employee is a person(s) acting in a managerial or supervisory capacity (including consultants and business advisors) who is able to direct, or substantially influence, the participant's performance of its obligations under its contracts for transportation with the Federal Government.

C. Knowledge required.

The knowledge of the person who executes this certification is not required to exceed the knowledge which that person can reasonably be expected to possess, following inquiry, regarding the suspended or debarred status of the parties defined in (B), above.

D. Obligation to inform.

The participant has a continuing obligation to inform the GSA office to which this rate tender is submitted of any change in circumstances which results in its ineligibility for the receipt of contracts for transportation.

E. Erroneous certification.

An erroneous certification of eligibility or failure to notify the GSA transportation zone office receiving this tender of a change in eligibility, may result in a recommendation for administrative action against the participant. Additionally, false statements to an agency of the Federal Government are subject to criminal prosecution pursuant to 18 USC 1001, as well as possible civil penalties.

COMPANY NAME

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL DATE

PARTICIPANT CONTACT

NAME: _____

TITLE: _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE NO: (____) _____

General Services Administration

Basic Transportation Trading Partner Agreement

Applicability: Check the box below which represents the activity of your firm under this Trading Partner Agreement:

☐ Freight Common Carrier (All paragraphs, except Paragraph 4, of this agreement will apply and are binding.)

☐ Household Goods Common Carrier (All paragraphs, except Paragraphs 3 and 5G, of this agreement will apply and are binding.)

☐ Freight Forwarder (All paragraphs, except Paragraph 4, of this agreement will apply and are binding.)

☐ Household Goods Freight Forwarder (All paragraphs, except Paragraphs 3 and 5G, of this agreement will apply and are binding.)

☐ Freight Broker (All paragraphs, except Paragraphs 4 and 5G, of this agreement will apply and are binding.)

☐ Freight Shipper Agent/Intermodal Marketing Company (All paragraphs, except Paragraphs 4 and 5G, of this agreement will apply and are binding.)

☐ Rate Filing Service Provider (All paragraphs, except Paragraph 5G, of this agreement will apply and are binding.)

1. Introduction.

This agreement prescribes the general procedures and policies to be followed when Electronic Commerce (EC) is used for transmitting and receiving requests for offers, rate tenders, or other business information in lieu of creating one or more paper documents normally associated with conducting business with the General Services Administration.

The General Services Administration (GSA or the agency) will transmit and receive using the File Transfer Protocol (FTP) of the Internet network (I-FTP) such transaction sets (documents) as it chooses and as established by the governing tender of service or the request for offers.

These transaction sets will be transmitted to those firms, organizations, agencies, or other entities (trading partners) recognized by GSA that agree to accept such documents and to be bound by the terms and conditions contained in those documents, this agreement, and any applicable tender of service.

2. Purpose.

This agreement is to ensure that all EC obligations are legally binding on all trading partners. Further, the use of any electronic equivalent of a standard business document referenced in Paragraphs 3 and 4 will be deemed an acceptable business practice and that no trading partner will challenge the admissibility of the electronic information in evidence,

3. Freight Reference.

This agreement, in addition to the terms and conditions stated in Paragraph 5, is subject to the terms and conditions of the following documents:

- *GSA Freight Traffic Management Program Standard Tender of Service.*
- *Optional Form 280*
- *GSA Freight Traffic Management Program Request for Offers*

4. Household Goods Reference.

This agreement, in addition to the terms and conditions stated in Paragraph 5, is subject to the terms and conditions of the following documents:

- *GSA Centralized Household Goods Traffic Management Program Tender of Service.*
- *Optional Form 280*
- *GSA Centralized Household Goods Traffic Management Program Request for Offers*

5. Terms and Conditions.

A) GSA will place electronic documents in a publicly accessible website (www.KC.GSA.GOV/FSST) and when warranted in the directory of a confirmed trading partner (trading partner/<SCAC>), hereinafter referred to as *directory*. It will receive documents from confirmed trading partners in each confirmed trading partner's directory via I-FTP. *Receipt by the trading partner is considered to occur when the document is placed in either the public directory or the trading partner's directory, as the case may be.*

- B) GSA will bear the costs of maintaining the GSA FTP server and the costs of placing documents issued by GSA in the appropriate directory on the GSA FTP server, and the costs of managing documents put on the GSA FTP server by its trading partners. The agency's trading partners are responsible for all costs associated with getting documents from or putting documents on the GSA FTP server.
- C) When the transmissions are submission or fate tenders, the submitting firm must have first met all applicable approval requirements set out in the applicable, governing Tender of Service.
- D) GSA will be responsible for the accuracy of documents issued by it and placed in the GSA FTP server directory. GSA will not be responsible for errors occurring in documents put on the GSA FTP server, nor will GSA be responsible for errors occurring in documents gotten from the GSA FTP server.
- E) GSA will not be responsible for any damages incurred by a trading partner as a result of missing or delayed transmissions when the problem is not with or caused by GSA or the agency's FTP server.
- F) Any document placed in a directory maintained on the GSA FTP server is to be considered a valid and authentic

except in circumstances in which an analogous paper document could be challenged. Where participant is used in this agreement it will mean carrier/forwarder as applicable.

G) If a participant uses a broker, shipper agent/Intermodal Marketing Company, or filing service to file its rates with GSA, documents submitted on behalf of the participant will be accepted as though submitted by the participant and GSA. The use of a broker, shipper agent/Intermodal Marketing Company, or filing service does not relieve the participant of any of its rights or obligations under the terms of this agreement, including the maintenance of a valid trading partner agreement with GSA.

6. Force Majeure.

None of the parties in this agreement will be liable for failure to properly conduct EC in the event of war, accident, riot, fire, flood, epidemic, power outage, labor dispute, act of God, act of public enemy, malfunction or inappropriate design of hardware or software, or any other cause beyond such party's control. If standard business cannot be conducted by EC, GSA will, at its discretion, return to a paper based system.

7. Effective Date.

The effective date of this agreement will be the latest of the date(s) shown on the signature page of this document.

document backed by the same guarantees of legitimacy as are found in a paper transaction. Likewise, any document from a trading partner put into a directory on the GSA FTP server will be considered a valid and authentic document backed by the same guarantees of legitimacy as are found in a paper transaction.

8. Agreement Review.

The agreement will be effective on a continuing basis, except as provided in Paragraph 9, below; provided, however, that GSA may from time to time make such changes to the agreement as are necessary, and the trading partner may request review of the agreement at any time.

9. Termination.

A) If GSA terminates a participant's participation in the GSA Freight Traffic Management Program and/or the GSA Centralized Household Goods Traffic Management Program, this agreement will be considered terminated as of the date notice is given to a firm of its participation termination.

B) If a participant terminated its participation in the GSA Freight Traffic Management Program and/or the GSA Centralized Household Goods Traffic Management Program, this agreement will be considered terminated as of the date notice of such termination is received by the GSA.

C) Except as provided above, this agreement may be terminated by either GSA or its trading partner, effective 30 days after receipt of written notice by either party. Termination will have no effect on transactions occurring before the effective date of termination.

10. Whole Agreement.

This agreement and all addenda constitute the entire agreement between the parties. No changes in terms and conditions of this agreement will be effective unless approved and signed by both parties. At the inception of this agreement, Addendum/Addenda (is) (are) not applicable. As the parties develop and implement additional EC capabilities, addenda may be incorporated into this agreement. Each addendum will be signed and dated by both parties. The latest date contained on the signature page will be the effective date of the addenda. The addendum will be appended to this agreement.

Representing the Carrier
Name and Signature
Title
Firm
Street Address
City, State, Zip
Telephone
Fax
Internet E-mail
Electronic Commerce Contact
Telephone
Fax
Internet E-mail
Date

Representing the General Services
Name and Signature Manager, Centralized Household Goods Traffic Management Program (CHAMP)
Title Federal Supply Service
Firm 1500 East Bannister Road, Room 1076
Street Address Kansas City, MO 64131
City, State, Zip 816-823-3646
Telephone 816-823-3656
Fax
Internet E-mail
Electronic Commerce Contact 816-823-3646
Telephone 816-823-3656
Fax
Internet E-mail
Date

Trading Partner Agreement Number	
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(TO BE COMPLETED BY GSA)